

ORIGINAL

LAW OFFICES
HALEY BADER & POTTS P.L.C.

4350 NORTH FAIRFAX DR., SUITE 900

ARLINGTON, VIRGINIA 22203-1633

TELEPHONE (703) 841-0606

FAX (703) 841-2345

E-MAIL: haleybp@haleybp.com

JOHN CRIGLER

OUR FILE NO.
0250-131-63

November 25, 1996

RECEIVED

NOV 25 1996

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W., Room 222
Washington, D.C. 20554

Federal Communications Commission
Office of Secretary

DOCKET FILE COPY ORIGINAL

Re: Comments in Support of Proposed
Rule Making MM Docket 96-203
RM-8871

Dear Mr. Caton:

Transmitted herewith on behalf of Wilks Broadcast Acquisitions, Inc. are the original and four copies of its Comments in support of the above-captioned Notice of Proposed Rule Making, which proposes changes in the FM Table of Allotments for Augusta and Thomson, Georgia.

Please refer any questions concerning this matter directly to this office.

Respectfully submitted,


John Crigler

JC:dh
Enclosures

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ORIGINAL

Before The
Federal Communications Commission
Washington, D.C. 20554

In The Matter Of)
)
Amendment of Section 73.202(b) of) MM Docket No. 96-203
the Commission's Rules,)
Table of Allotments,) RM-8871
FM Broadcast Stations)
(Augusta, Georgia and)
Thomson, Georgia))

RECEIVED

NOV 25 1996

To: The Chief, Allocations Branch,
Mass Media Bureau

Federal Communications Commission
Office of Secretary

COMMENTS IN SUPPORT OF NOTICE OF PROPOSED RULE MAKING

Wilks Broadcast Acquisitions, Inc. ("WBA"), the licensee of
broadcast station WEKL(FM), Augusta, Georgia, hereby submits its
Comments in support of the *Notice of Proposed Rule Making* ("NPRM"), DA
96-1629 (released October 4, 1996), in the instant proceeding.

1. The Commission issued its *NPRM* in response to WBA's
Petition for Rule Making ("Petition"), which asked the Commission to
amend the FM Table of Allotments by substituting Channel 269C3 for
Channel 272A at Augusta, Georgia and to modify the license for
WEKL(FM) to specify the higher powered channel. To accommodate the
allotment at Augusta, WBA also requested that Channel 232A be
substituted for Channel 269A at Thomson, Georgia and that vacant
Channel 232A be deleted from Gibson, Georgia.

2. The *NPRM* found WBA's proposal meritorious and noted that
it would not be necessary to issue an *Order to Show Cause* to the licensee

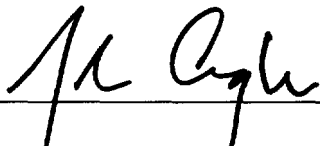
of Station WTHO, in light of the fact that the licensee had given its consent to the proposed substitution of channels. The NPRM proposed to delete vacant Channel 232A from Gibson "unless an intent to apply for the channel is expressed during initial comments herein." *NPRM*, p. 2.

3. On September 16, 1996, Joseph A. Ranke, an individual, filed an application (BPH-960916ME) for a construction permit to construct a new station to operate on Channel 232A at Gibson. Concurrently, with these Comments, however, Mr. Ranke has asked that his application be dismissed. A copy of that request is attached hereto as Attachment A. The dismissal of Mr. Ranke's application will remove the only known impediment to WBA's Petition.

Accordingly, WBA respectfully urges the Commission to issue a *Report and Order* implementing the proposal set forth in the NPRM in this proceeding.

Respectfully submitted,

WILKS BROADCAST ACQUISITIONS, INC.

By: 
John Crigler
Its Attorney

HALEY BADER & POTTS P.L.C.
Suite 900
4350 North Fairfax Drive

ATTACHMENT A

Joseph Adams Ranke
966 Athol Avenue
Aiken, SC 29803-6202

November 22, 1996

HAND DELIVERED

Mr. William F. Caton, Secretary
Federal Communications Commission
Washington, DC 20554

RE: Application BPH 960916 ME

Dear Mr. Caton:

As of today's date, I am requesting that my application for a construction permit for Gibson, Georgia (BPH 960916 ME) be withdrawn. This is pursuant to the agreement (see attached) between Wilks Broadcast Acquisitions, Inc. and myself. The above will enable them to upgrade their Augusta, GA station.

Sincerely,


Joseph Adams Ranke

AGREEMENT FOR DISMISSAL OF APPLICATION

THIS Agreement is entered into as of November 25, 1996, by and between Joseph A. Ranke ("Ranke") and Wilks Broadcast Acquisitions, Inc. ("WBA").

Recitals

Whereas, WBA is the licensee of FM Station WEKL, Augusta, Georgia, which currently operates on Channel 272A; and

Whereas, WBA has requested the substitution of Channel 269 C3 for Channel 272A in order to improve the facilities with which Station WEKL can operate; and

Whereas, the proposed improvement in the facilities of WEKL also requires the deletion of vacant Channel 232A at Gibson, Georgia; the grant of a construction permit to modify the operation of Station WTHO, Thomson, Georgia to operate on Channel 232A; and the grant of a construction permit to modify the operation of WEKL to operate on Channel 269 C3; and

Whereas, Ranke has applied for a construction permit (BPH-960916ME) for a new FM station to operate on vacant Channel 232A at Gibson, Georgia; and

Whereas, the pending Ranke application is inconsistent with WBA's proposal to improve the facilities of WEKL;

Now, therefore, in consideration of the foregoing and for good and valuable consideration as set forth below, Ranke and WBA agree as follows:

1. **Dismissal of Ranke Application.** No later than November 25, 1996, Ranke shall seek dismissal of his Gibson application; such dismissal shall be supported by documentation, in a form and substance acceptable to the Federal Communications Commission, of all expenses legitimately and prudently incurred in preparing, filing and prosecuting Ranke's Gibson application

2. **Payment By WBA.** WBA shall pay Ranke a total of \$32,500 (Thirty Two Thousand, Five Hundred Dollars), or such lesser amount as the FCC may approve.

3. **Payment Schedule.** WBA payments shall be made as follows:

a. \$5,000 (Five Thousand Dollars) paid into escrow upon the signing of this Agreement, such payment to be distributed to Ranke within five (5) days of the issuance by the FCC of a final order granting dismissal of Ranke's Gibson application (as used in this Agreement, the term "final order" shall mean an order which is no longer subject to administrative or judicial review, reconsideration, stay, or appeal);

b. \$15,000 (Fifteen Thousand Dollars) upon the issuance by the FCC of final orders deleting Channel 232A at Gibson, Georgia and granting construction permits authorizing WEKL to operate on Channel 269C3 and Station WTHO to operate on Channel 232A; this \$15,000 payment will be made only when the last of all such final orders has been issued;

c. \$12,500 (Twelve Thousand Five Hundred Dollars) on January 2, 1998, provided that the conditions specified in the preceding sections of this paragraph have been satisfied and that the FCC has issued a final order approving the full amount of consideration set forth in this Agreement. In the event that the FCC issues a final order approving consideration of less than \$32,500 (Thirty Two Thousand, Five Hundred Dollars) the balance of the amount approved shall be due January 2, 1998.

4. **Termination.** If by January 2, 1998, the FCC has not issued a final order approving the dismissal of the Ranke application, either Ranke or WBA may terminate this Agreement.

5. **Benefit.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors.

6. **Entire Agreement.** All understandings and agreements between the parties are merged into this Agreement which fully and completely expresses their agreement and supersedes any prior agreement or understanding relating to the subject matter.

7. **Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

8. **Descriptive Headings.** The descriptive headings of the several sections of this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

- 3 -

9. **Governing Law.** This Agreement shall be governed by and under the laws of the State of Georgia, except matters relating solely to FCC approval and/or licensure shall be governed to the extent applicable by the Federal Communications Act as it may from time to time be amended.

In Witness Whereof, the parties have caused this Agreement to be duly executed by their respective duly authorized officers, all as of the day and year first above written.

JOSEPH A. RANKE

By: Joseph Adams Ranke

WILKS BROADCAST ACQUISITIONS, INC.

By: _____

- 3 -

8. **Descriptive Headings.** The descriptive headings of the several sections of this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

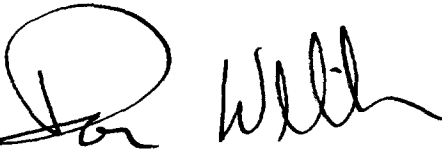
9. **Governing Law.** This Agreement shall be governed by and under the laws of the State of Georgia, except matters relating solely to FCC approval and/or licensure shall be governed to the extent applicable by the Federal Communications Act as it may from time to time be amended.

In Witness Whereof, the parties have caused this Agreement to be duly executed by their respective duly authorized officers, all as of the day and year first above written.

JOSEPH A. RANKE

By: _____

WILKS BROADCAST ACQUISITIONS, INC.

By:  _____

DECLARATION OF JOSEPH A. RANKE

I, Joseph A. Ranke, hereby declare under penalty of perjury:

1. I am an applicant for a construction permit for a new FM station at Gibson, Georgia (See FCC File No. BPH-960916ME).
2. I have entered an agreement with Wilks Broadcast Acquisitions, Inc. ("WBA") to dismiss my application so that Station WEKL, Augusta, Georgia can be upgraded from a Class A to a Class C3 facility.
3. My application was filed in good faith and not for the purpose of reaching or carrying out any agreement.
4. Other than as set forth in the agreement with Wilks Broadcast Acquisitions, Inc., I have not been paid or promised any direct or indirect consideration for the dismissal of my application.

JOSEPH A. RANKE

By: Joseph Adams Ranke

Dated: November 25, 1996

Joe Ranke - Gibson, GA Project Expense Report

Associated Radio Resources, Inc.
 William J. Pennington, III, Esq.
 William H. Tucker, Esq.
 Joe's Time & Expenses
TOTAL

Total Charges:	6,439.35
Total Charges:	4,835.00
Total Charges:	250.00
Total:	<u>23,124.90</u>
	34,679.25

Joe's Time & Expenses, detail:**1993****Travel to Orangeburg, SC:**

5/12	135.2mi @ .30	40.56
6/10	135.2mi @ .30	40.56
6/24	135.2mi @ .30	40.56
7/03	135.2mi @ .30	40.56
	<i>Total</i>	162.24

Travel to Bamberg, SC:

6/12	32.1mi @ .30	9.63
7/17	32.1mi @ .30	9.63
	<i>Total</i>	19.26

Travel to Hampton, SC:

7/07	134.0mi @ .30	40.20
	<i>Total</i>	40.20

Estimate of time spent on project:

May 1993	30hrs	
June 1993	36hrs	
July 1993	28hrs	
August 1993	10hrs	
September 1993	12hrs	
October 1993	10hrs	
November 1993	10hrs	
December 1993	8hrs	
Total 1993	144hrs	3,600.00

TOTAL Time & Expenses - 1993**3,821.70****1994****Estimate of time spent on project:**

Approx 10 hrs a month	120hrs	3,000.00	
TOTAL Time & Expenses - 1994			3,000.00

Joe Ranke - Gibson, GA Project Expense Report**Joe's Time & Expenses, Continued:****1995****Travel to Gibson, GA:**

7/18	181.0mi @ .30	54.30	
8/18	181.0mi @ .30	54.30	
	<i>Total</i>	<i>108.60</i>	

Estimate of time spent on project:**Approx 10 hrs a month, Jan-June****July 1995****August 1995****September 1995****October 1995****November 1995****December 1995****Total 1995****TOTAL Time & Expenses - 1994**

60hrs

36hrs

30hrs

48hrs

20hrs

12hrs

15hrs

221hrs

5,525.00

5,633.60

1996**Travel to Gibson, GA:**

1/17	181.0mi @ .30	54.30
1/22	181.0mi @ .30	54.30
1/30	181.0mi @ .30	54.30
2/07	181.0mi @ .30	54.30
2/11	181.0mi @ .30	54.30
2/22	181.0mi @ .30	54.30
2/28	181.0mi @ .30	54.30
3/5	181.0mi @ .30	54.30
3/12	181.0mi @ .30	54.30
3/15	181.0mi @ .30	54.30
3/20	181.0mi @ .30	54.30
3/24	181.0mi @ .30	54.30
3/28	181.0mi @ .30	54.30
4/5	181.0mi @ .30	54.30
4/18	181.0mi @ .30	54.30
7/12	181.0mi @ .30	54.30
10/3	181.0mi @ .30	54.30
10/5	181.0mi @ .30	54.30
10/12	181.0mi @ .30	54.30
10/22	181.0mi @ .30	54.30
11/14	181.0mi @ .30	54.30
11/18	181.0mi @ .30	54.30
	<i>Total</i>	<i>1194.60</i>

Joe Banks - Gibson, GA Project Expense Report**Joe's Time & Expenses, Continued****1996, continued****Estimate of time spent on project:**

January 1996	42hrs		
February 1996	45hrs		
March 1996	50hrs		
April 1996	25hrs		
May 1996	15hrs		
June 1996	18hrs		
July 1996	20hrs		
August 1996	30hrs		
September 1996	30hrs		
October 1996	44hrs		
November 1996	60hrs		
Total 1996	379hrs	9,475.00	
<i>TOTAL Time & Expenses - 1996</i>			10,669.60



ASSOCIATED RADIO RESOURCES, Inc.
Post Office Box 550
Sullivan's Island, SC 29482
(803) 883-3517 Fax: (803) 883-3935

STATEMENT

Mr. Joe Ranke
966 Athol Avenue
Aiken, SC 29803

11/22/96

Account # 93104E

Date	Description	Amount
1993	[Beginning Balance -- \$ 0.00]	
05/12	Meeting @ Orangeburg, SC (1.0hr @ \$50)	\$ 50.00
05/12	Travel time (2.8 hr @ \$50)	140.00
05/12	Expenses -- Travel (162.5 mi @ .30/mi)	48.75
05/31	May Engineering work (20.5 hrs @ \$50/hr)	1,025.00
06/07	FCC Library Research (32 min)	96.00
06/08	FCC Library Research (38 min)	114.00
06/08	FCC Library Research (21 min)	63.00
06/10	Dataworld - FM Research	240.00
06/10	Meeting @ Orangeburg, SC (1.0hr @ \$50)	60.00
06/10	Travel time (2.8 hr @ \$50)	140.00
06/10	Expenses -- Travel (162.5 mi @ .30/mi)	48.75
06/10	Payment - Ranke	(40.00)
06/12	Meeting @ Bamberg, SC (0.8hr @ \$50)	40.00
06/12	Travel time (3.1hr @ \$50)	155.00
06/12	Expenses -- Travel (176.3 mi @ .30/mi)	52.89
06/24	Meeting @ Orangeburg, SC (1.5hr @ \$50)	75.00
06/24	Travel time (2.8 hr @ \$50)	140.00
06/24	Expenses -- Travel (162.5 mi @ .30/mi)	48.75
06/30	June Engineering work (45.25 hrs @ \$50/hr)	2,262.50
07/03	Meeting @ Orangeburg, SC (1.2hr @ \$50)	60.00
07/03	Travel time (2.8 hr @ \$50)	140.00
07/03	Expenses -- Travel (162.5 mi @ .30/mi)	48.75
07/07	Meeting @ Hampton, SC (0.5hr @ \$50)	25.00
07/07	Travel time (3.8 hr @ \$50)	190.00
07/07	Expenses -- Travel (178.2 mi @ .30/mi)	53.46
10/20	Payment - Pittman	(250.00)
1994	[Beginning Balance -- \$ 5,026.85]	
01/30	Payment -- Ranke	(140.00)
1995	[Beginning Balance -- \$ 4,886.85]	
07/08	Payment -- Ranke	(25.00)

11/22/96

Account # 93104E

Date	Description	Amount
1996	Beginning Balance -- \$ 4,861.85]	
10/5	Payment	(125.00)
10/8	Spacing Study -- 6kw	125.00
10/31	Engineering work (2.0hr @ \$50/hr)	100.00
11/15	Discussion/Engineering (1.5hr @ \$50/hr)	75.00
11/20	Engineering work (1.2hr @ \$50)	60.00
11/21	Meeting @ N. Augusta, SC (1.6hr @ \$50)	80.00
11/21	Travel time (6.0 hr @ \$50)	300.00
11/21	Expenses -- Travel (316.7 mi @ .30/mi)	95.00
11/21	Payment (ck # 502)	(100.00)
11/21	Discussion (.75hr @ \$50)	37.50
11/22	Prepare detail work (5.0hr @ \$50)	250.00

Accounts 30 days or more past due are subject to an Account Service Charge
of 1.5% per month until paid.

TOTAL CHARGES THIS MONTH	\$ 897.50
PREVIOUS BALANCE	4,961.85
PAYMENTS RECEIVED	(100.00)
CURRENT ACCOUNT BALANCE →	\$ 5,759.35

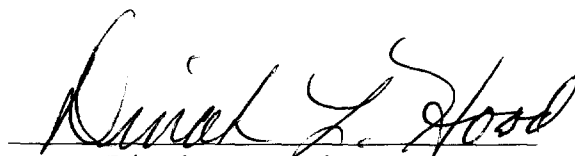
CERTIFICATE OF SERVICE

The undersigned, an employee of Haley Bader & Potts P.L.C., hereby certifies that the foregoing document was mailed this date by First Class U.S. Mail, postage prepaid, or was hand-delivered*, to the following:

John A. Karousos *
Chief, Allocations Branch
Policy and Rules Division
Mass Media Bureau
Federal Communications Commission
2000 M Street, N.W., Room 544
Washington, D.C. 20554

Mr. Joseph A. Ranke
966 Athol Avenue
Ailen, SC 29808-6202

Mr. Mike Wall
Camellia City Communications
Radio Station WTHO
788 Cedar Rock Road, N.W.
P.O. Box 900
Thomson, GA 30824



Dinah L. Hood

November 25, 1996